

2. RIM's BLACKBERRY Trademarks and Trade Dress, described and defined in the Complaint filed in this action (hereinafter, "BLACKBERRY Marks"), which Complaint is attached hereto as Exhibits A-D and is incorporated herein and made a part hereof, are good, valid and enforceable in law and RIM is the sole proprietor of all right, title and interest in and to said BLACKBERRY Marks.

3. Defendant has offered for sale, sold and distributed counterfeit BLACKBERRY-branded batteries.

4. RIM claims that Defendant's conduct has infringed and diluted RIM's rights in and to the BLACKBERRY Marks in violation of federal and state statutory and common law, including 15 U.S.C. §§ 1114, 1125, Tenn. Code Ann. §§ 47-25-512, 47-25-513 and 47-18-104.

5. RIM further claims that Defendant's improper use of RIM's BLACKBERRY Marks has depreciated the value of the goodwill associated with the BLACKBERRY Marks.

6. By Agreement with Defendant and without an admission of liability, judgment is entered in favor of RIM and against Defendant on all counts.

7. Defendant and its successors, assigns, affiliates, officers, directors, agents, servants, employees, representatives, attorneys, heirs, executors and all other persons, firms, corporations or other entities in active concert or participation with Defendant, or any of the foregoing persons or entities, who receive notice hereof, are hereby permanently enjoined and restrained from:

(a) using any of the BLACKBERRY Marks or any name or any marks similar thereto in connection with the manufacture, sale, offer for sale, distribution, importation, exportation, advertisement, or any other use of batteries, which were not made by or with authority of RIM;

(b) using any logo, trade name, trademark or trade dress similar to any of the BLACKBERRY Marks or committing any other acts, which may be calculated to falsely represent, or which has the effect of falsely representing, that the services or products of the Defendant are sponsored by, authorized by, produced under the control and supervision of, approved for sale by or are in any way associated with RIM;

(c) passing off or inducing others to sell or pass off any batteries or other products as a battery or other product produced by or for RIM, which are not RIM's batteries or products, or

are not produced under the control, authority or supervision of RIM and approved by RIM for sale;

(d) using any reproduction, counterfeit, copy, or colorable imitation of any of the BLACKBERRY Marks in connection with the manufacture, sale, offer for sale, distribution, importation, exportation, advertisement, or any other use of batteries;

(e) affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation including words or other symbols tending to falsely describe or represent such goods as being RIM batteries, or batteries approved by RIM, and from offering such goods in commerce;

(f) shipping, delivering, distributing, returning or otherwise disposing of, in any manner, any counterfeit or infringing BLACKBERRY-branded batteries;

(g) destroying any records documenting the manufacture, sale, offer for sale, distribution, importation, exportation, or advertisement of any products either purporting to be RIM batteries or batteries using any of the BLACKBERRY Marks or any word or symbol similar thereto; and it is further ordered that:

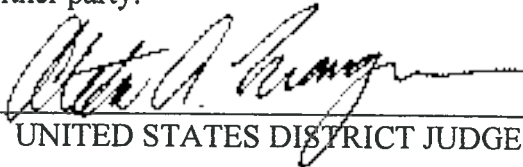
8. If any batteries, products or records described in subparagraphs 7(a)-(f) above come into the Defendant's ownership, Defendant shall: (a) promptly segregate, quarantine and maintain any and all such batteries, products and related records; (b) promptly notify RIM of the same; and (c) deliver such batteries, products and related records to RIM. Such prompt notification shall be within three (3) business days.

9. Notwithstanding the foregoing, the Injunction does not interfere with Defendant's continued sale or distribution of original RIM genuine products, including, without limitation, genuine BLACKBERRY-branded batteries, and does not require Defendant to become an authorized distributor of RIM products in order to do so.

10. Defendant shall provide written notice and copies of this Consent Order Of Judgment And Permanent Injunction to its successors, assigns, affiliates, officers, directors, agents, servants, employees, representatives, attorneys and all other persons, firms, corporations or other entities in active concert or participation with Defendant, or any of the foregoing persons or entities, within ten (10) days after the entry of this Consent Order of Judgment And Permanent Injunction, and promptly thereafter where necessary to provide appropriate notice.

11. The Court shall continue to retain jurisdiction to construe, enforce, or implement this Permanent Injunction upon the application of either party.

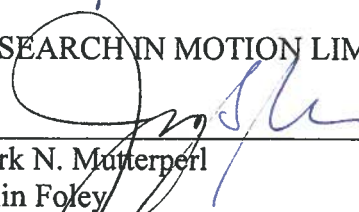
DATED: 8/30/11

  
UNITED STATES DISTRICT JUDGE

Approved:

Date: 5/31/11

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Date: May 13, 2011

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